

**United States Bankruptcy Court
Eastern District of Pennsylvania**

In re:

Terrence Lynn Howard,

Debtor.

Case No. 23-13369-amc

Chapter 13

Terrence Lynn Howard,

Plaintiff,

v.

Police & Fire Federal Credit Union,

Defendant.

Adversary No.

Complaint for Turnover of Property

Plaintiff Terrence Lynn Howard, by and through his undersigned counsel, alleges the following:

Introduction

1. The Defendant repossessed the Plaintiff's car shortly before the Plaintiff filed for bankruptcy. This turnover action is brought to cause turnover of the car to the Plaintiff by the Defendant as required by 11 U.S.C. § 542(a).

Jurisdiction and Venue

2. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334.
3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(E).
4. The Plaintiff has standing to bring this action pursuant to 11 U.S.C. § 542(a) and Fed. R. Bankr. P. 7001(1).
5. Venue is proper pursuant to 28 U.S.C. § 1409(a).
6. The Plaintiff consents to the entry of a final order or judgment by the court if it is determined that the court, absent consent of the parties, cannot enter a final order or judgment consistent with U. S. Const. art. III.

Parties

7. Plaintiff Terrence Lynn Howard is an individual who at all relevant times is and was a resident of the state of Pennsylvania.

8. Defendant Police & Fire Federal Credit Union is and was at all relevant times a federally chartered credit union with a principal place of business in the state of Pennsylvania.

Facts

9. Upon information and belief, on or about April 23, 2021, the Plaintiff entered into a retail installment contract for the purchase of a 2021 Honda Accord, VIN 1HGCV1F17MA005749 (“the Car”).

10. Upon information and belief, the contract is assigned to the Defendant and the Plaintiff is indebted to the Defendant in accordance with the terms of the contract.

11. On or about October 1, 2023, the Plaintiff defaulted on the contract by failing to make one or more payments.

12. The Defendant repossessed the Car on or about October 27, 2023.

13. The Car is and has been in the Defendant’s possession at all times since the repossession.

14. On November 7, 2023, the Plaintiff filed a voluntary petition for relief under chapter 13 of Title 11, United States Code, thereby initiating bankruptcy case number 23-13369-amc in the U.S. Bankruptcy Court for the Eastern District of Pennsylvania, Philadelphia Division.

15. On November 11, 2023, the Plaintiff filed a chapter 13 plan that provides for full payment of the allowed secured claim of the Defendant at an interest rate consistent with *Till v. SCS Credit Corp.*, 541 U.S. 465 (2004).

16. The Plaintiff intends to fund the chapter 13 plan using income from his job as a rideshare driver.

17. The Plaintiff requires use of the Car to perform his job as a rideshare driver.

Claims for Relief

Count 1

Turnover of Estate Property Pursuant to 11 U.S.C. § 542(a)

18. The Plaintiff hereby re-alleges and incorporates all proceeding paragraphs as if fully set forth here.

19. The Plaintiff's reliance on the Car to generate income that will fund the chapter 13 plan makes the Car's value to the bankruptcy estate especially consequential.

20. The Plaintiff is entitled to turnover of the Car because the Car is of consequential value to the bankruptcy estate and it is currently in the Defendant's possession, custody, and control. *In re Denby-Peterson*, 941 F.3d 115, 128 (3d Cir. 2019); 11 U.S.C. § 542(a).

21. This claim is without prejudice to any additional claims the Plaintiff may have against the Defendant.

Request for Relief

NOW, THEREFORE, the Plaintiff requests entry of judgment against the Defendant:

- A. requiring the Defendant to turn the Car over to the Plaintiff immediately;
- B. for attorney fees and costs, if allowed by law; and
- C. for such other and further relief in the Plaintiff's favor as the Court deems necessary and proper.

Date: November 11, 2023

CIBIK LAW, P.C.
Counsel for Plaintiff

By: /s/ Michael A. Cibik
Michael A. Cibik (#23110)
1500 Walnut Street, Suite 900
Philadelphia, PA 19102
215-735-1060
mail@cibiklaw.com